

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ
AND
FAIRCHILD TROPICAL BOTANIC GARDEN

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Dr. Miguel A. Muñoz Muñoz, Interim Chancellor, and Fairchild Tropical Botanic Garden founded in Florida, here represented by Dr. Carl E. Lewis.

WHEREAS, UPRM and FTBG are aware that high quality education, training, research, knowledge dissemination, technology transfer, service, and outreach are the basis for the economic well-being and development of Puerto Rico;

WHEREAS, UPRM and FTBG are aware that FTBG is a non-profit organization whose mission is to explore, explain, and conserve the world of tropical plants;

WHEREAS, collaboration between the two institutions which share education and research goals is highly desirable;

NOW, THEREFORE, in consideration of the mutual understanding set forth, the Parties do hereby mutually agree as follows:

I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and FTBG in the areas of research, technology transfer, human resources development, and education.

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I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and FTBG in the areas of research, development, design, technology transfer, human resources development, and education.

- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and FTBG to initiate and conduct a joint program to promote education and research.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by proposals, and the implementation of joint interdisciplinary programs in areas of education, research, and dissemination of knowledge. UPRM and FTBG will appoint Efraín O'Neill Carrillo, PE, PhD and Melissa Abdo, as project managers in charge of implementing this MOU, respectively. Future MOU managers will be appointed by mutual agreement in writing with the same formality as the original.

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of FTBG and UPRM (e.g., MAPR). Each agreement shall specify: a) Objectives; b) Implementation plan; c) Responsibilities of each institution; d) Budget and funding sources; e) Timetables and evaluation criteria; f) Intellectual property agreements and; g) When applicable, the costs apportioned to each institution.

The relationship of the parties to this agreement shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and FTBG anticipate that their joint activities will be funded by a grant to FTBG from The Andrew W. Mellon Foundation (AWMF).
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and FTBG individually or collectively, to any current or future expenditure of resources in advance of the availability of grant funds described in section IV.a. above.
- c. Both institutions are committed to maintaining records of all reports, timesheets for jobs and all other documents related to the services discussed in this agreement, including the award letter between FTBG and AWMF dated June 26, 2009, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Controller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.
- d. Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.
- e. Neither the parties shall assume any liabilities to each other. As to liability to each other the parties do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the University of Puerto Rico's or FTBG's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Additionally, this

profession shall not be construed to limit the sovereign immunity of the Commonwealth of Puerto Rico and the University of Puerto Rico.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and FTBG and registered at the **UPRM office**. Once this Memorandum is registered at the UPRM office, UPRM will notify FTBG accordingly within 10 days. This Memorandum shall remain in force for two (2) years from that date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time period as mutually agreed upon by representatives of UPRM and FTBG.

VI. EQUAL OPPORTUNITY

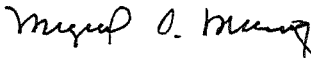
UPRM and FTBG subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, age, political orientation, ethnicity, religion, or natural origin. UPRM and FTBG shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity nor any of its representatives shall knowingly impose criteria for the exchange of scholars, staff, or students that would violate the principles of nondiscrimination.


VII. MODIFICATION

This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and FTBG. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

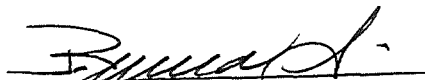
VIII. TERMINATION

This Memorandum of Understanding may be terminated at any time by written mutual agreement or upon 90 days advanced notice by either Party. Either party may terminate this agreement in the event of a substantial breach of the terms contained herein, as permitted by the University Laws and Rules and Regulations of the University of Puerto Rico and/or the operational policies and practices of FTBG. The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that they are unable to resolve shall be submitted to the Director or designee of the FTBG and to the University of Puerto Rico at Mayagüez Chancellor or designee for resolution. The courts of Puerto Rico retain jurisdiction.

MAM

Dr. Miguel A. Muñoz Muñoz,
Chancellor
UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS
Date: October 14, 2010
City: Mayaguez, P.R.


Dr. Carl E. Lewis, Director
Fairchild Tropical Botanic Garden

Date: 21 September 2010
City: Miami, Florida USA


Dr. Jorge Rivera Santos, PE
Director
UPRM R&D Center
Date: _____
City: _____